

US EPA RECORDS CENTER REGION 5



417993

Name Searched On:
LDL REALTY (Legal)

Current Information

Entity Legal Name:
LDL REALTY COMPANY, LLC

Entity Address:
120 W. LEXINGTON AVENUE, ELKHART, IN 46516

General Entity Information:

Control Number: **2004071900030**
Status: **Active**
Entity Type: **Domestic Limited Liability Company (LLC)**

Entity Creation Date: **7/15/2004**
Entity Date to Expire:
Entity Inactive Date:

This entity is current with Business Entity Report(s).

There are no other names on file for this Entity.

Registered Agent(name, address, city, state, zip):
BRIAN J. SMITH
120 W. LEXINGTON AVENUE
ELKHART, IN 46516

Principals(name, address, city, state, zip - when provided)
This Limited Liability Company Does Not Have Managers.

Transactions:

Date Filed	Effective Date	Type
07/15/2004	07/15/2004	Articles of Organization
11/14/2005	11/14/2005	Articles of Amendment


Corporate Reports:
Years Paid
2006 2008 2010

Years Due
None

Additional Services Available:

Generate an official Certificate of Existence/Authorization.

 There is a fee of 18.00 for *IN.gov* subscribers and a fee of \$19.38 for credit card users. Example Certificate


All the entity information captured by the Indiana Secretary of State, pursuant to law, is displayed on the Internet. For further information, please call our office at 317-232-6576. Copies of actual corporate documents can also be downloaded online.

If you encounter technical difficulties while using these services, please contact the *IN.gov* Webmaster. If you are unable to find the information you need through the resources provided on this web site, please contact Secretary of State Charles P. White's Business Services Division at 317-232-6576.

« Back to the SOS Web site

**State of Indiana
Office of the Secretary of State**

**CERTIFICATE OF ORGANIZATION
of
LDL REALTY COMPANY, LLC**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Organization of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Thursday, July 15, 2004.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, July 15, 2004.

A handwritten signature in black ink that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

2004071900030 2004071911131

2004071900030

**ARTICLES OF ORGANIZATION OF
LDL REALTY COMPANY, LLC**

The undersigned individual, acting as sole organizer and being an agent authorized to execute and file these Articles, hereby forms an Indiana limited liability company under the Indiana Business Flexibility Act (the "Act") and does hereby adopt as the Articles of Organization (the "Articles") of such limited liability company the following:

ARTICLE I

Name

The name of the limited liability company shall be LDL Realty Company, LLC (the "Company").

ARTICLE II

Duration

The duration of the Company is perpetual until dissolution in accordance with the Act.

ARTICLE III

Purpose

The Company shall have unlimited power to engage in and do any lawful act concerning any and all lawful businesses for which limited liability companies may be organized according to the laws of the State of Indiana, including all powers and purposes now and hereafter permitted by law to a limited liability company.

ARTICLE IV

Registered Office and Registered Agent

The address of the registered office of the Company in Indiana is 2207 E. Jackson Boulevard, Elkhart, Indiana 46516, and the name of the Registered Agent of the Company is Gregory M. Lucchese.

ARTICLE V**Requirement of Written Operating Agreement**

Any operating agreement (the "Operating Agreement") as defined in the Act must be in writing.

ARTICLE VI**Initial Members**

The initial members (the "Members") of the Company are:

<i>Name</i>	<i>Address</i>
Gregory M. Lucchese	2207 E. Jackson Boulevard Elkhart, Indiana 46516
David L. Dygert	22271 Heron Cove Elkhart, Indiana 46516
Gino F. Lucchese	10473 Windmere Carmel, Indiana 46032

ARTICLE VII**Admission of Additional Members**

Additional Members may be admitted at such times and upon such terms and conditions as the Members may unanimously agree and as provided in the Operating Agreement of the Company.

ARTICLE VIII**Withdrawal of a Member**

A Member may withdraw from the Company only at the time or upon the occurrence of events specified in the Operating Agreement and in accordance with said Operating Agreement

ARTICLE IX

Continuation of the Company

1. The Company shall continue upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event which terminates the continued membership of a Member in the Company; provided, however, that the Company shall dissolve and its affairs wound up if there are no Members unless, pursuant to a provision in the Operating Agreement, not more than ninety (90) days after the occurrence of the event that caused the last remaining Member to cease to be a Member, the personal representative of the last remaining Member agrees in writing, effective as of the time of the event that caused the last remaining Member to cease to be a Member:

- A. To continue the business of the Company; and
 - B. To the admission of the personal representative or the personal representative's nominee or designee to the limited liability company as a Member.
2. The Company shall dissolve and its affairs wound up when the first of the following occurs:
- A. At the time or on the occurrence of events specified in these Articles or the Operating Agreement of the Company;
 - B. All of the Members consent in writing to the dissolution of the Company; or
 - C. Entry of a decree of judicial dissolution under the Act.

ARTICLE X

Management

The Company shall be managed by its members.

ARTICLE XI

Indemnification of Members, Organizers and Managers

1. To the greatest extent not inconsistent with the laws and public policies of Indiana, the Company shall indemnify any Member, Organizer or Manager (any such Member, Organizer or Manager, who is a person, and any responsible officers, partners, shareholders, directors, or managers of such Member, Organizer or Manager which is an entity, hereinafter being referred to as the indemnified "individual") made a party to any proceeding because such individual is or was a Member, Organizer, or Manager as a matter of right, against all liability incurred by such individual in connection with any proceeding; provided that it shall be determined in the specific case in

accordance with paragraph 4 of this Article that indemnification of such individual is permissible in the circumstances because the individual has met the standard of conduct for indemnification set forth in paragraph 3 of this Article.

The Company shall pay for or reimburse the reasonable expenses incurred by a Member, Organizer or Manager in connection with any such proceeding in advance of final disposition thereof if (i) the individual furnishes the Company a written affirmation of the individual's good faith belief that he or she has met the standard of conduct for indemnification described in paragraph 3 of this Article, (ii) the individual furnishes the Company a written undertaking, executed personally or on such individual's behalf, to repay the advance if it is ultimately determined that such individual did not meet such standard of conduct, and (iii) a determination is made in accordance with paragraph 4 that, based upon facts then known to those making the determination, indemnification would not be precluded under this Article. The undertaking described above must be a general obligation of the individual, subject to such reasonable limitations as the Company may permit, but need not be secured and may be accepted without reference to financial ability to make repayment. The Company shall indemnify a Member, Organizer or Manager who is wholly successful, on the merits or otherwise, in the defense of any such proceeding, as a matter of right, against reasonable expenses incurred by the individual in connection with the proceeding without the requirement of a determination as set forth in paragraph 3 of this Article.

Upon demand by a Member, Organizer or Manager for indemnification or advancement of expenses, as the case may be, the Company shall expeditiously determine whether the Member, Organizer or Manager is entitled thereto in accordance with this Article. The indemnification and advancement of expenses provided for under this Article shall be applicable to any proceeding arising from acts or omissions occurring before or after the adoption of this Article.

2. The Company shall have the power, but not the obligation, to indemnify any individual who is or was an employee or agent of the Company to the same extent as if such individual was a Member, Organizer or Manager.

3. Indemnification of an individual is permissible under this Article only if (i) such individual conducted himself or herself in good faith, (ii) such individual reasonably believed that his or her conduct was in or at least not opposed to the Company's best interests, and (iii) in the case of any criminal proceeding, such individual had no reasonable cause to believe his or her conduct was unlawful. Indemnification is not permissible against liability to the extent such liability is the result of willful misconduct or recklessness. The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent is not, of itself, determinative that the individual did not meet the standard of conduct described in this paragraph 3.

4. A determination as to whether indemnification or advancement of expenses is permissible shall be made by any one of the following procedures:

A. By the vote of a Majority in Interest of the Members consisting of Members not at the time parties to the proceeding; or

- B. By special legal counsel selected by the Members in the manner prescribed in subparagraph 4, A, above.

5. A Member, Organizer or Manager of the Company who is a party to a proceeding may apply for indemnification from the Company to the court, if any, conducting the proceeding or to another court of competent jurisdiction. On receipt of an application, the court, after giving notice the court considers necessary, may order indemnification if it determines:

- A. In a proceeding in which the Member, Organizer or Manager is wholly successful, on the merits or otherwise, the Member, Organizer or Manager is entitled to indemnification under this Article, in which case the court shall order the Company to pay the individual his or her reasonable expenses incurred to obtain such court ordered indemnification; or
- B. The individual is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, whether or not the individual met the standard of conduct set forth in paragraph 3 of this Article.

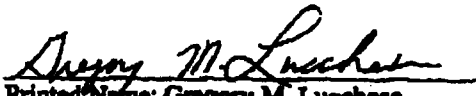
6. Indemnification shall also be provided for an individual's conduct with respect to an employee benefit plan if the individual reasonably believed his or her conduct to be in the interests of the participants in and beneficiaries of the plan.

7. Nothing contained in this Article shall limit or preclude the exercise or be deemed exclusive of any right under the law, by contract or otherwise, relating to indemnification of or advancement of expenses to any individual who is or was a Member, Organizer or Manager of the Company or is or was serving at the Company's request as a director, officer, partner, manager, trustee, employee, or agent of another foreign or domestic company, partnership, association, limited liability company, corporation, joint venture, trust, employee benefit plan, or other enterprise, whether for-profit or not. Nothing contained in this Article shall limit the ability of the Company to otherwise indemnify or advance expenses to any individual. It is the intent of this Article to provide indemnification to Members, Organizers and Managers to the fullest extent now or hereafter permitted by the law consistent with the terms and conditions of this Article.

If indemnification is permitted under this Article, indemnification shall be provided in accordance with this Article irrespective of the nature of the legal or equitable theory upon which a claim is asserted including, without limitation, breach of duty, waste, breach of contract, breach of warranty, strict liability, violation of federal or state securities law, violation of the Employee Retirement Income Security Act of 1974, as amended, or violation of any other state or federal law.

8. For purposes of this Article:
- A. The term "expenses" includes all direct and indirect costs (including, without limitation, counsel fees, retainers, court costs, transcripts, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees and all other disbursements or out-of-pocket expenses) actually incurred in connection with the investigation, defense, settlement or appeal of a proceeding or establishing or enforcing a right to indemnification under this Article, applicable law or otherwise.
 - B. The term "liability" means the obligation to pay a judgment, settlement, penalty, fine, excise tax (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.
 - C. The term "party" includes an individual who was, is or is threatened to be made a named defendant or respondent in a proceeding.
 - D. The term "proceeding" means any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal.
 - E. The Company may purchase and maintain insurance for its benefit, the benefit of any individual who is entitled to indemnification under this Article, or both, against any liability assessed against or incurred by such individual in any capacity or arising out of such individual's service with the Company, whether or not the Company would have the power to indemnify such individual against such liability.

Dated this 14 day of July, 2004.

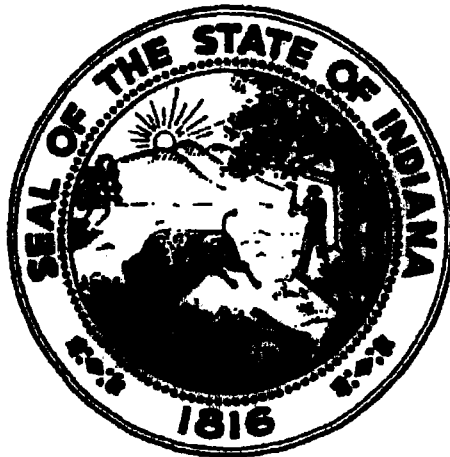

Printed Name: Gregory M. Lucchese
Title: Organizer

**State of Indiana
Office of the Secretary of State**

**CERTIFICATE OF AMENDMENT
of
LDL REALTY COMPANY, LLC**

I, TODD ROKITA, Secretary of State of Indiana, hereby certify that Articles of Amendment of the above Domestic Limited Liability Company (LLC) have been presented to me at my office, accompanied by the fees prescribed by law and that the documentation presented conforms to law as prescribed by the provisions of the Indiana Business Flexibility Act.

NOW, THEREFORE, with this document I certify that said transaction will become effective Monday, November 14, 2005.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, November 14, 2005.

A handwritten signature in cursive script that reads "Todd Rokita".

TODD ROKITA,
SECRETARY OF STATE

2004071900030 / 2005111517389



ARTICLES OF AMENDMENT OF THE ARTICLES OF ORGANIZATION

State Form 48480 (R / 1-03)

Approved by State Board of Accounts 1999

INSTRUCTIONS: Use 8 1/2" x 11" white paper for attachments.
Present original and one copy to the address in upper right corner of this form.
Please TYPE or PRINT.
Please visit our office on the web at www.sos.in.gov.

200407190030

RECEIVED
CORPORATIONS DIV.

05 NOV 14 AM 11:46

TODD RONTA
SECRETARY OF STATE
CORPORATIONS DIVISION
302 W. Washington St., Rm. 5018
Indianapolis, IN 46204
Telephone: (317) 232-6576

Indiana Code 23-18-2-5

Filing Fee: \$30.00

ARTICLES OF AMENDMENT OF THE ARTICLES OF ORGANIZATION OF:	
Name of Limited Liability Company LDL Realty Company, LLC	Date of Organization July 15, 2005
The undersigned manager or member of the above referenced Limited Liability Company (hereinafter referred to as the "LLC") existing pursuant to the provisions of: <i>Indiana Business Flexibility Act as amended (hereinafter referred to as the "Act")</i> , desiring to give notice of action effectuating amendment of certain provisions of its Articles of Organization, certifies the following facts:	
ARTICLE I Amendment(s)	
The exact text of Article(s) <u>IV</u> of the Articles of Organization is now as follows:	
(NOTE: If amending the name of LLC, write Article "I" in space above and write "The name of the LLC is _____" below.)	
The address of the registered office of the Company in Indiana is 120 W. Lexington Avenue, Elkhart, Indiana 46516, and the name of the Registered Agent of the Company is Brian J. Smith.	
<p>APPROVED AND FILED</p> <p><i>Todd Ronta</i> IND. SECRETARY OF STATE</p>	
ARTICLE II	
Date of each amendment's adoption:	
November 8, 2005	

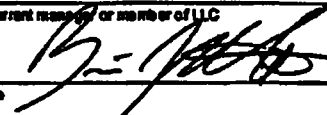
(Continued on the reverse side)

ARTICLE III Compliance with Legal Requirements

The manner of the adoption of the Articles of Amendment constitute full legal compliance with the provisions of the Act, and the Articles of Organization.

I hereby verify, subject to the penalties of perjury, that the statements contained herein are true, this 8th day of November, 2005

Signature of current manager or member of LLC



Printed name of manager or member

Brian J. Smith

Signature's title

President - Board of Managers

INDIANA BUSINESS ENTITY REPORT

Indiana Secretary of State

5/2/2006 1:39:24 PM

Filer Name
BRIAN J. SMITH

Filer Title
PRESIDENT

Years Filed
2006/2007

Entity name and current principal office address

LDL REALTY COMPANY, LLC
120 W. LEXINGTON AVENUE
ELKHART, IN 46516

Entity Creation Date
7/15/2004

Domicile State
INDIANA

Entity Type
DOMESTIC LIMITED LIABILITY COMPANY (LLC)

Current registered agent and registered address

BRIAN J. SMITH
120 W. LEXINGTON AVENUE
ELKHART, IN 46516

INDIANA BUSINESS ENTITY REPORT

Indiana Secretary of State

5/8/2008 8:08:35 AM

Filer Name
BRIAN J. SMITH

Filer Title
PRESIDENT

Years Filed
2008/2009

Entity name and current principal office address

LDL REALTY COMPANY, LLC
120 W. LEXINGTON AVENUE
ELKHART, IN 46516

Entity Creation Date
7/15/2004

Domicile State
INDIANA

Entity Type
DOMESTIC LIMITED LIABILITY COMPANY (LLC)

Current registered agent and registered address

BRIAN J. SMITH
120 W. LEXINGTON AVENUE
ELKHART, IN 46516

INDIANA BUSINESS ENTITY REPORT

Indiana Secretary of State

6/1/2010 8:28:52 AM

Filer Name
BRIAN J SMITH

Filer Title
PRESIDENT

Years Filed
2010/2011

Entity name and current principal office address

LDL REALTY COMPANY, LLC
120 W. LEXINGTON AVENUE
ELKHART, IN 46516

Entity Creation Date
7/15/2004

Domicile State
INDIANA

Entity Type
DOMESTIC LIMITED LIABILITY COMPANY (LLC)

Current registered agent and registered address

BRIAN J. SMITH
120 W. LEXINGTON AVENUE
ELKHART, IN 46516



VanNorman et al. v. Flexsteel Industries et al.
Kwilosz, Andrea to: Bernard Schorle
Cc: "Michael, Rodney"

08/29/2011 02:52 PM

History: This message has been replied to.

1 attachment



LDL.pdf

Mr. Schorle:

Pursuant to your request, attached please find Articles of Organization and Articles of Amendment for LDL Realty Company, LLC that are available on the Indiana Secretary of State website.

Taft /

Andrea A. Kwilosz / Legal Assistant
Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204-2023
Tel: 317.713.3500 • Fax: 317.713.3699
Direct: 317.713.3622
www.taftlaw.com / AKwilosz@taftlaw.com

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Re: VanNorman et al. v. Flexsteel Industries et al.

Bernard Schorle to: Kwilosz, Andrea

Sent by: BERNARD SCHORLE

Cc: "Michael, Rodney"

08/29/2011 03:25 PM

Thanks. This will help.

"Kwilosz, Andrea"

Mr. Schorle: Pursuant to your request, attached...

08/29/2011 02:52:27 PM

From: "Kwilosz, Andrea" <AKwilosz@taftlaw.com>
To: Bernard Schorle/R5/USEPA/US@EPA
Cc: "Michael, Rodney" <rmichael@taftlaw.com>
Date: 08/29/2011 02:52 PM
Subject: VanNorman et al. v. Flexsteel Industries et al.

Mr. Schorle:

Pursuant to your request, attached please find Articles of Organization and Articles of Amendment for LDL Realty Company, LLC that are available on the Indiana Secretary of State website.

Taft /

Andrea A. Kwilosz / Legal Assistant
Taft Stettinius & Hollister LLP
One Indiana Square, Suite 3500
Indianapolis, Indiana 46204-2023
Tel: 317.713.3500 • Fax: 317.713.3699
Direct: 317.713.3622
www.taftlaw.com / AKwilosz@taftlaw.com

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